

STATE MS. - DESOTO CO.
FILED

JUL 25 3 59 PM '96

WARRANTY DEED

BK 304 PG 284
W.E. DAVIS CH. CLK.

This Deed of Conveyance is this day made by the undersigned D'LAYNE RUSSELL SMITH, hereinafter referred to as the GRANTOR, and ROBERT E. LEIGH III and wife, PEGGY R. LEIGH, hereinafter referred to as the GRANTEES, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEE to the GRANTOR, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, D'LAYNE RUSSELL SMITH, the GRANTOR does hereby and by these presents sell, convey, and warrant unto ROBERT E. LEIGH III and wife, PEGGY R. LEIGH, the GRANTEES, as tenants by the entirety with full rights of survivorship and not as tenants in common, the hereinafter described real property located in DeSoto County, Mississippi, and being described as follows, to-wit:

Our entire home place situated in the Town of Hernando, in Section Thirteen (13), Township Three (3), Range Eight (8) West, and being parts of Lots Nos. 406 and 407 as the same are shown on the official map of said Town of Hernando, DeSoto County, Mississippi, with said lands being described by metes and bounds as follows, to-wit:

Beginning at a point in the South line of Lot No. 406 and on the North line of East Valley Street, which said point is 110 feet East of the Southwest corner of said Lot No. 406, and which point is also the Southeast corner of the Dr. Barry McIntosh residence lot; thence North and along the property line hedge of said Dr. McIntosh a distance of 130 feet to Grantor's property line fence; thence East

along said property line fence and into Lot No. 407 a total distance of 206 feet to R. N. Gore's property line fence; thence South along said Gore's line fence a distance of 130 feet to the South line of Lot No. 407 and the North line of East Valley Street; thence West along the South lines of said Lots 407 and 406 and the North line of said Street a total distance of 206 feet to the point of beginning, and being the same property conveyed to these Grantors by Veterans Farm and Home Board of Mississippi by deed dated January 21, 1953, of record in Book 39, Page 394, and by deed from Mrs. Rubye Stewart, widow, by deed dated September 15, 1959, of record in Book 47, Page 173, all in the Deed Records of DeSoto County, Mississippi, and together with all buildings and improvements located on said lands, BUT SUBJECT HOWEVER to any existing easements for public utilities affecting said lands, and to zoning, subdivision and building regulations of the Town of Hernando, Mississippi, and being the identical property conveyed Cyrus L. Wingate and wife, Emma S. Wingate, to D. M. Russell and wife, Doris B. Russell, by General Warranty Deed dated September 1, 1965, and duly recorded in Deed Book 63, Page 123, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT:

Part of Lot 406, Town of Hernando, Section 13, Township 3, Range 8 West.

Beginning at an iron pin at Southwest corner of the D. M. Russell lot, said pin being 105 feet east of Southwest corner Town Lot 406; thence north along West line of said Russell lot 128 feet to the northwest corner; thence east along North line said Russell lot 85 feet to an iron pin; thence south 128 feet to an iron pin in South line said lot 406; thence west along South line of said lot 85 feet to the point of beginning, and being more fully described by that certain survey of J. E. Lauderdale, Civil Engineer, dated the 20th day of June, 1969.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in City of Hernando, DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the

subject property; and being subject to any unrecorded rights of way or easements; and any discrepancies, conflicts, encroachments, or shortages in area and boundaries which a correct survey and a physical inspection of the property would reveal.

Taxes and assessments against said property for the year 1996 shall be prorated as of the date of this deed and taxes and assessments for the year 1997 shall be the sole responsibility of the GRANTEE, and all subsequent years are hereby excepted from the foregoing covenant of warranty.

The GRANTOR herein warrants that the property being conveyed is no part or parcel of her homestead.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 24th day of July, 1996.

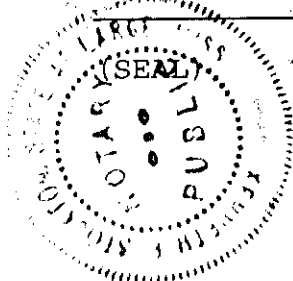
D'Wayne Russell Smith
D'LAYNE RUSSELL SMITH

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 24th day of July, 1996, within my jurisdiction, the within named D'LAYNE RUSSELL SMITH, who acknowledged that she executed the above and foregoing instrument.

K. A. E. Smith
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 24, 1999



GRANTOR'S ADDRESS:
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Senatobia, MS 38668
RES. TEL.: 601/560-0023
BUS. TEL.: N/A

GRANTEE'S ADDRESS:
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Hernando, MS 38632
RES. TEL.: N/A
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